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PITZMAN & METHUEN DRAWING - PROPERTY PLAN SURVEY

Document is available at the EPA Region 5 Records Center.

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October 3, 2003

Mr. Nabil S. Fayoumi
U. S. Environmental Protection Agency - Region 5
Superfund Division
77 West Jackson Boulevard (SR-6J)
Chicago, Illinois 60604-3590

**Re: Fly Ash Information
Sauget Area 2 Superfund Site**

Dear Mr. Fayoumi:

Attached is information on fly ash deposits at Sauget Area 2, per your request. My understanding is that this information was obtained by Husch & Eppenberger via requests under the Freedom of Information Act and via litigation.

Following is a list of the enclosed documents:

- September 28, 1955 – Letter from Union Electric to Illinois Department of Public Works and Buildings forwarding executed Application for Permit to deposit “fly-ash” and “pit-ash”.
- Application for Permit mentioned above.
- Ash Disposal Agreement between Charlie E Richardson and A Fred Helmkampf, as Trustees and Union Electric Power Company.
- Drawing 7320-X-47 Property Plan Survey, Pitzman & Methudy
- January 8, 1974, letter from Union Electric Company to Frank L Pelligrini, Attorney at law.
- June 17, 1974, Disposal Agreement between Fred H and Louise K Leyhe and Union Electric Company, including Exhibit A and Exhibit B

June 9, 2003

- November 26, 1974, letter from Illinois Department of Transportation to Union Electric Company authorizing UE to fill 150 acres with fly-ash and pit-ash.

Please call me at 314-674-6768 if you have any questions.

Sincerely,

A handwritten signature in cursive script, reading "Gary W. Vandiver".

Gary W Vandiver
Project Coordinator

UNION ELECTRIC COMPANY OF MISSOURI
315 NORTH TWELFTH BOULEVARD
SAINT LOUIS 1, MISSOURI

September 28, 1955

Mr. Thomas B. Casey, Chief Engineer,
Department of Public Works and Buildings,
Division of Waterways,
201 Monroe Street,
Springfield, Illinois.

Dear Mr. Casey:

I am forwarding herewith in duplicate executed Application for Permit being made by Union Electric Company of Missouri, to cover the work of raising the elevation of a certain tract of land containing approximately 150 acres, located South of our Cahokia Power Plant in Monsanto Village, Illinois, by depositing fly-ash and pit-ash from the Cahokia Power Plant. I am also including herewith for your use three additional prints of the drawing, showing the location and outline of the area to be filled.

This work is in progress now and has been for about four years. It will probably continue for considerable time in the future. Permit No. 6503, dated February 21, 1949, covering this work was originally granted by your department to Union Electric Power Company. The date of expiration of this Permit was later extended to December 31, 1955 by your letter of November 19, 1952. We wrote to you recently, on September 20, 1955, asking that this Permit be again extended for as long a period as consistent with your policy in such matters. We explained at the same time that recently Union Electric Power Company had been dissolved and that all of its assets and operation has been taken over by Union Electric Company of Missouri. You replied in letter of September 21st that it would be necessary, under the circumstances, to make application for a permit in the name of Union Electric Company of Missouri, covering the work referred to hereinabove. It is in compliance with your request that the application is now forwarded herewith.

We wish to thank you for your attention to this matter.

Yours very truly,

H. C. Williamson

H. C. Williamson
Real Estate and Tax Officer

WFM:MS



Live Better . . .
Live Electrically

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| DIVISION OF WATERWAYS | |
| SEP 29 1955 | |
| REFERENCE | |
| T.B.C. | |
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| R.G.C. | |
| L.V.A. | |
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APPLICATION FOR PERMIT

TO THE STATE OF ILLINOIS
BY AND THROUGH THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS
DIVISION OF WATERWAYS:

APPLICANT UNION ELECTRIC COMPANY OF MISSOURI

315 North Twelfth Boulevard, Street
City St. Louis (1) State Missouri

Name of stream or body of water affected Mississippi River
Location of Project Part of accretions to Third Subdivision of Cahokia Commons, also
known as part of Lots 302 and 304 of Sixth Subdivision of Cahokia Commons,
St. Clair County, State of Illinois.

(1) The applicant desires and hereby applies for a permit to deposit fly-ash and pit-ash from its Cahokia Power Plant on property held by A. Fred Helmkampf and Charles E. Richardson, Trustees (formerly Frederick Pitsman and Charles E. Richardson, Trustees), said property located East of the high bank of the Mississippi River, South of the Cahokia Power Plant of Union Electric Company of Missouri (formerly Union Electric Power Company), and between the Eastern Outer Harbor Line and the Main Levee located along the right-of-way of the Gulf, Mobile and Ohio Railroad, thereby bringing the elevation of said property to a more or less level grade of approximate elevation of 40'.

which shall be constructed in accordance with plans and specifications which said applicant has caused to be prepared and which are attached hereto and made a part hereof.

(2) The applicant represents that ~~the proposed fill is to be made under an Agreement, dated December 3, 1952, by and between Pitsman and Richardson (now Helmkampf and Richardson), Trustees, as Party of the First Part, and Union Electric Power Company, predecessor to Union Electric Company of Missouri, as Party of the Second Part, and that the said Helmkampf and Richardson, Trustees, are the owners of the following described real estate:~~ that the proposed fill is to be made under an Agreement, dated December 3, 1952, by and between Pitsman and Richardson (now Helmkampf and Richardson), Trustees, as Party of the First Part, and Union Electric Power Company, predecessor to Union Electric Company of Missouri, as Party of the Second Part, and that the said Helmkampf and Richardson, Trustees, are the owners of the following described real estate:

Part of Accretions to Lots 229, 228, 225, 224, 221, 220, 217, 216, 213, 212, 209, 208, 205, 204, 201, 200, 187, and 196 of the Third Subdivision of Cahokia Commons, also known as part of Lots 302 and 304 of the Sixth Subdivision of Cahokia Commons, in St. Clair County, State of Illinois.
A part of the boundary line of this real estate is the shore line of Lake Mississippi River

(3) That said real estate is occupied by Scattered timber or is cultivated farm land;

~~that~~

~~that~~ that the title of record to said real estate is in Richardson and Helmkampf, Trustees,

and that no other person or persons, firm or firms, corporation or other party has, or claims to have any right, title or interest in possession, remainder, reversion or otherwise in and to said real estate, except

(4) The applicant further represents that said project or the use thereof will, if and when completed, not pollute or defile said stream, lake or pond, or otherwise interfere with the natural use of the waters of said stream, lake or pond, except as herein provided.

(5) The applicant further represents that said project will, if and when completed, not flood or damage adjoining property either above or below its location.

(6) The applicant agrees to remove all piling, coffer-dams, false work, excavation and material, incident to the construction of the project for which a permit is herein requested, from the river, stream or lake in which the work is done, at his own expense. Should the applicant fail to remove such structures or material, the State reserves the right to have such removal made at the expense of the applicant. If future operations for public navigation by the State or Federal Government or public interests of any character necessitate any changes in the positions of any parts of the project for which a permit is herein requested, the applicant or his successors agree to make such changes in such manner as shall be fixed and determined by the State of Illinois, acting by and through the Department of Public Works and Buildings or other properly constituted agency, within sixty days from receipt of written notice from the Department of Public Works and Buildings or other properly constituted agency that such changes must be made.

(7) If the project for which a permit is herein applied for is located in or along a lake, the applicant agrees that neither he nor his successors, as the owner or lessee of the above described real estate, nor his successors in title, shall make any claim whatsoever to any right, title or interest in and to any accretions caused by the construction of said project, and that they hereby remise, convey, release and quit-claim unto the people of the State of Illinois, for the use and benefit of the public all right to any accretions which may accrue to said real estate because of said project.

(8) That neither the applicant nor his successors in title shall fill at any place along said shore line with rocks, clay, debris, refuse or other material, except as herein provided.

(9) The applicant further agrees and understands that the permit requested herein, if issued, does not convey, lease or provide any right of rights of occupation or use of the public or private property on which the proposed project or any part thereof may be located, or otherwise grant to the applicant any right or interest in or to said property, whether said property is owned or possessed by the State of Illinois or by any private or public party or parties.

(10) The applicant further agrees, if the requested permit is issued, to comply with all acts of the Congress of the United States of America relative to the right to construct the project, before construction is started.

ASH DISPOSAL AGREEMENT

good copy

THIS AGREEMENT, Made and entered into this 3rd day of December, 1952, by and between CHARLES E. RICHARDSON and A. FRED WEINKAMPF, as Trustees only and not as individuals, acting in pursuance and by virtue of the powers granted to them in and by a certain instrument dated December 26, 1928 and recorded in the Recorder's Office of St. Clair County, Illinois, in Book 723, Page 371, as extended and modified by instrument dated September 23, 1938 and recorded in said Recorder's Office in Book 385, Page 336, as further extended and modified by instrument dated 20th day of September, 1948 and recorded in said record in Book 1121, Page 391, and by instrument dated December 3, 1951 and recorded in said record in Book 1253, at Page 20, as parties of the first part, for convenience hereinafter often referred to as Trustees and UNION ELECTRIC POWER COMPANY, an Illinois corporation, for convenience hereinafter often referred to as Company, as party of the second part,

WITNESSETH, That

WHEREAS, the Company has an electric power plant in the Village of Mon-santo, Illinois, known as the Cahokia Power Plant, hereinafter referred to as Plant, which plant has for disposal during its operations waste, slag, cinders and ash from its coal burning furnaces; and

WHEREAS, Trustees own a certain tract of land lying south of said Plant site, which tract extends westwardly from the Alton & Southern Railroad switch track that serves said Plant to the Mississippi River, being bounded on the north by a line that is parallel to and 700 feet southerly from the southerly line of Riverview Avenue and on the south by property known as Parcel C of Phillips Pipe Line Company; all as shown on print of drawing No. 7520-X-47, attached hereto and made a part hereof by reference; and

WHEREAS, Trustees have built a levee extending southwardly from said Plant site to the old Sidney Street Ferry Road, the location of which levee mostly varies between 740 and 1160 feet west of said Alton & Southern switch track, said location of levee being shown on said attached print; and

WHEREAS, to the east of said levee, part of said tract is now being farmed while to the west of said levee to the high bank of the River, the land is subject to frequent floods and is partly grown up in willows, etc., and

WHEREAS, Union Electric Power Company has already done some filling with waste, ash and cinders on a certain portion of said tract of land under a Letter Agreement, dated March 21, 1949, by and between said Power Company and the Trustees then holding said tract of land, pending the execution of this contract or agreement, said certain portion being a part of the area designated as Pond #1, the outline of which is shown on the attached print of drawing numbered 7520-X-47 attached hereto and made a part hereof by reference; and

WHEREAS, large quantities of earth have been removed from the portion of said tract of land which is located south of the area of said Pond #1 and along the westerly side of said levee built by Trustees, leaving a large borrow pit with the surface thereof generally below that of the surrounding land, the approximate outlines of said borrow pit being designated as new Pond No. 2 and Pond No. 3 on the attached print of said drawing numbered 7520-X-47; and

WHEREAS, said Company wishes to obtain a substantial area of land on which to continue to dispose of its said waste slag, cinders and ash where such disposal can be handled at a reasonable cost; and

WHEREAS, Trustees wish to accommodate said Company and also wish to first complete the filling of the area between said levee built by Trustees and the high bank on the east side of the Mississippi River to a grade about flush with the crest of the 1947 flood and, after the above is completed, to fill the area between said levee and said Alton & Southern Railroad switch track, always provided that the continuing of the filling does not interfere with the sale of all or portions of said tract owned by Trustees; and

WHEREAS, it is agreed that it would be best for all concerned to make and execute a formal agreement on the general plan as clear as practical.

NOT THEREFORE, for and in consideration of their mutual promises and undertakings, it is agreed as follows:

(1) Trustees agree to and do hereby grant to Company all such easements and rights as are necessary for Company to deposit said waste materials,

which are at least as suitable for building foundations as existing sandy alluvial soils, on that portion of said tract lying between said levee built by Trustees and the said high bank of the Mississippi River, being bounded on the north by a line that is parallel to and 700 feet southerly from the southerly line of River-view Avenue and on the south by said Parcel C of Phillips Pipe Line Company, provided the filling is done according to the following terms and conditions, to-wit:

(1-a) Company shall continue to completion the filling of the area that is designated as Pond #1 on said attached print, as was provided for in said Letter Agreement of March 21, 1949, and as supplemented by a later letter of July 1, 1952, written by Mr. H. C. Williamson, Real Estate and Tax Officer of Union Electric Power Company to Mr. Charles E. Richardson, Trustee.

(1-b) Company shall then fill the area shown as new Pond No. 2 on said attached print in a manner similar to that by which the area of said Pond #1 has been filled, it being understood that the first portion of the filling of the area of said Pond No. 2 shall be in and on that portion that was recently converted into the said borrow pit, referred to above, for which no additional levees or dikes will be required except the division dike that is to be located approximately 1000' south of present Pond #1 until the fill, provided for herein, shall have reached the general surface elevation of the surrounding land and that, before said fill shall then be raised to a higher elevation, Company shall build necessary additional levees or dikes to continue and to confine additional fill to the approximate limits of the area designated as Pond No. 2 on said attached print. Company shall, before the filling of said Pond No. 2 begins, also construct the necessary connecting dike to tie together the fill of said Pond #1 and that of said Pond No. 2, as shown approximately on said attached print.

(1-c) Company shall next fill the area that is south of said Pond No. 2 and that is designated as Pond No. 3 on said attached print in a manner similar to the filling of said Pond No. 2, as provided for herein.

(1-d) Company shall then build a levee or dike along and just

east of the high bank of the Mississippi River, the top of which levee or dike shall eventually be one foot above the crest of the 1947 flood. The levee or dike provided for in this paragraph shall tie into the fill provided for herein for the area designated as Pond No. 3. Flank levees shall be built progressively to the same elevation to extend from said high bank dike or levee to said levee built by Trustees, so as to enclose areas numbered 4 and 5, shown on said attached print and so as to provide a means for the completion of the filling of the area on the river side and on the southwesterly side of said levee built by Trustees. It is understood that the Trustees, for the purposes of constructing necessary levees or dikes as provided hereinabove in this agreement, hereby grant to the Company, the right to utilize earth lying between said levee built by Trustees and said high bank on the east side of the Mississippi River. It is further understood that if said levee built by Trustees is destroyed or injured where the work of filling has begun, as provided for herein, then Company agrees to repair the damages as soon as practical so as to prevent water or flood from entering the farmed area.

(1-a) It is understood and agreed that the Trustees might desire to alter the above plan of procedure or the elevation of the fill and the Company shall comply with said desire unless the Company can prove that the change in procedure will cost substantially greater sums to comply with. However, if the Trustees agree to pay the Company the proven increased cost due to the change in procedure, then the Company shall comply with the Trustees' requirements.

(2) The Trustees agree to and do hereby grant to Company such easements and rights as are necessary for Company to deposit said waste materials, which shall be at least as suitable for building foundations as existing sandy alluvial soils along the portion of said tract of land that lies between said Alton & Southern Railroad switch track to said Plant site of Union Electric Company and said levee built by Trustees; provided, however, that such easements and rights shall not be exercised, unless permitted by the Trustees, until the work to be

performed in the foregoing section 1 is fully completed, as therein specified and further provided that the filling is done in accordance with the following terms and conditions, to-wit:

Company shall build a series of cross levees extending westwardly from said switch track to said Trustee's levee or to the section thereof heretofore widened by previous filling by Company, to an elevation of at least one foot above the highest pool level reached by the sluicing operations and at such other locations as may be necessary to enclose areas of sufficient size to provide for about two year's filling. Company shall successively fill in said areas as said areas are enclosed by the completion of said cross levees contemplated above, and bring the surface of such areas to an elevation about flush with the elevation of said flood crest of 1947. It is the present intention to start the above program at the northerly portion of said tract and gradually work southwardly. It is understood that Trustees, for the purposes of enabling Company to construct the levees or dikes provided for in this section 2, hereby grant to Company the right to utilize therefor, earth from the portion of said tract of land that lies between said Alton & Southern Railroad switch track and said levee built by Trustees, and in any case only from areas that are to be filled by Company under this agreement.

(3) It is understood between the parties hereto that nearly all the filling to be done by Company, as provided for herein, will be done by means of mixing the fill material with water and transporting same through pipes to the point of disposal and then discharging same within enclosed areas as above set forth, and that the Company is to be solely responsible for the discharge of the water into the Mississippi River without damage to persons or property or cutting of banks. As soon as the fill at a given area is completed it shall be dressed so it has a reasonably level appearance within about six inches of the grades hereinbefore described. It is understood that from time to time, hunks of slag, furnace lining and similar waste that can be more economically handled by means of truck haul will be encountered. The Company agrees to deposit the major portion of such material along the face or river side of the fill that is to be made between said farm levee and the bank along the edge of the Mississippi River by Company, as

provided hereunder, in such a manner as to reduce wave damage thereto during flood stages. Also, Company agrees to deposit minor portions of such materials, insofar as they are available, in other locations on property held by Trustees and selected by them within one mile of Plant site, upon request of Trustees without charge; however, if the site selected by Trustees is located more than one mile from Plant site, then Trustees shall pay Company the actual cost of said excess haul beyond one mile, it being understood, however, that it is not intended that this provision shall refer to or limit the filling provided for herein, for the area between said Cahokia Power Plant property and said Parcel C of Phillips Pipe Line Company.

(4) Company agrees to deposit all materials above described and created on said Plant site, in accordance with above, on land of Trustees as long as this agreement is in force, except such material as is used on said Plant site; provided that Company may deposit such material on other properties of the Company or its affiliates but only, except in cases of urgent necessity, upon obtaining approval of the Trustees.

(5) It is understood and agreed between the parties hereto that the primary duty of the Trustees is to dispose of all the land herein described, as rapidly as they feel they can make sales or leases that are deemed by the Trustees to be favorable to the trust estate and that any rights created or granted Company under this Agreement are and will continue to be subordinate to sales and leases by the Trustees and this Agreement, insofar as it affects any such land sold or leased by the Trustees, may be cancelled by the Trustees upon written notice to the Company, without, however, causing a termination of this Agreement with respect to lands not so sold or leased. However, Trustees hereby agree to keep Company informed of any such sales or leases and do all within reason to work with Company in solving Company's deposit problems insofar as the Trustee's acts do not conflict with their obligations and duties under the aforesaid trust indenture. If any such sale or lease of land results in the termination of Company's rights related to such land sold or leased, its obligations related thereto shall also be terminated simultaneously therewith. If any land so sold or leased lies between Company's plant and land of Trustees still to be filled, Trustees agree to furnish Company with such easements as may be required, either over the land so sold or leased or

over other land, in order that Company may complete the filling of the remaining land of the Trustees as herein agreed, without unnecessarily increasing the distance over which said waste materials will be moved.

(6) In case the fill made by Company becomes so dusty as to become a nuisance during the period in which this Agreement is in effect, then upon demand by Trustees, Company shall as soon as possible, take such steps as are necessary to eliminate the dust nuisance and Company agrees that it will indemnify Trustees or their successors in trust or their assigns for any liability for damage or expense resulting from or by reason of such nuisance.

(7) After a given area has been filled to grade, as herein provided, and if Trustees so elect, they may cancel all rights of the Company in said area, except such pipe easement rights and drainage rights as are necessary for the Company to carry out its remaining obligations under this Agreement, and Company's obligations with respect to such area shall terminate simultaneously therewith, except such obligations as it may have assumed with respect to any pipe lines or easements through, over, across or under such area, in connection with the continued deposit of said waste materials on other portions of said certain tract of land of Trustees, as provided herein.

(8) It is understood that vast quantities of water will be used to transport the fly ash and that after the fly ash settles out in the reservoirs, vast quantities of relatively clear water will be returned to the Mississippi River. The Company shall be solely responsible for all damages done by water used in this procedure and furthermore, if Trustees so request, the Company will install and maintain pipes at its sole expense at places where road or roadbed crossings of the drainage ditch are necessary or where drainage goes through levees or where drainage causes bank erosion or cave ins.

(9) It is understood and agreed that the Company shall use all practical precautions to prevent accidents occurring and also that Company assumes and agrees to pay for all damages to persons or property, including property of Trustees arising out of or pertaining in any way to work herein contemplated, (exclusive of all damage to the land which may be occasioned by reason of the deposit of fly ash, cinders and slag thereon, and exclusive of any loss of use of said certain tract of land for cultivation by reason of such deposit) and furthermore, Company to

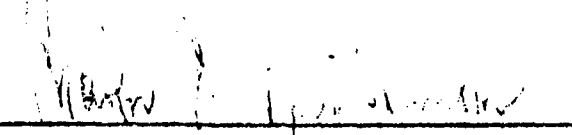
fully protect the Trustees against any and all costs, including attorney fees, which Trustees may become liable for by reason of any such damages hereby assumed by the Company.

(10) If either one of the parties hereto refuses or fails to comply with the terms of this agreement for a period of thirty days, then in such case, the other party may serve notice on the one so violating the terms of the agreement by mail or by posting notice on some conspicuous place on the property herein described, stating in said notice the nature of said non-compliance and if the party so notified does not then comply with the terms of this agreement within thirty days after such notice, said agreement shall become null and void, however, both parties hereto shall remain liable for any damages for which they might have become liable under said agreement prior to such termination thereof.

(11) This agreement and all of its provisions shall terminate and cease to be effective twenty years from the date hereof, unless terminated earlier, as provided herein.

(12) It is agreed that in the foregoing instrument, all obligations and rights of Company set forth in the foregoing shall apply with equal force and effect to successors or assigns of said Company and furthermore, that all obligations and rights of Trustees set forth in the foregoing, shall apply with equal force and effect to successors in trust of said Trustees, but shall not inure to the benefit of any grantee or grantees of said Trustees or their successors, except by mutual agreement made by and between Trustees, Company and said grantee or grantees of Trustees.

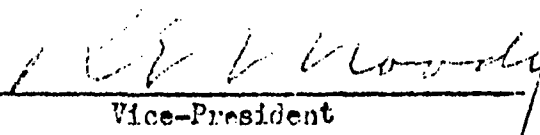
IN WITNESS WHEREOF, the parties hereto have set their hands and seals in duplicate originals thereof, the day and year set forth at start of this agreement.




A. Fred Helmkamp
Trustees as aforesaid, but not as
individuals.

UNION ELECTRIC POWER COMPANY

ATTEST:

By 

Vice-President



Secretary

STATE OF MISSOURI)
 SS
CITY OF ST. LOUIS)

I Carolyn Egan, a notary public in and for the City of St. Louis, in the state aforesaid, do hereby certify that Charles E. Richardson and A. Fred Belmkampf, acting as trustees as set forth in the foregoing instrument, personally known to me to be the persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such trustees for the uses and purposes herein set forth.

Given under my hand and seal this 3rd day of December 1952.
1952.

My commission expires April 21, 1954.

Carolyn Egan
Notary Public

STATE OF MISSOURI)
 SS
CITY OF ST. LOUIS)

I, Paul P. Bopp, a Notary Public in and for the County of St. Louis in the State aforesaid, do hereby certify that R. E. MOODY and E. J. SHAPIRO, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Vice President and Secretary, respectively, of UNION ELECTRIC POWER COMPANY, a corporation, appeared before me this day in person and acknowledged that they signed, sealed with the corporate seal of said corporation and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes herein set forth.

Given under my hand and notarial seal this 3rd day of December, 1952.

Paul P. Bopp
Notary Public for St. Louis County
and within the City of St. Louis.
My Commission Expires June 10, 1955.

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(Typical)

Cross Sections see Inv. 7320-Y-72

PROPERTY PLAN SURVEY
PITZMAN & METHUEN

RECORD

PLAT

1973

UNION ELECTRIC COMPANY
1901 GRATIOT STREET-ST. LOUIS

January 8, 1974

MAILING ADDRESS:
P.O. BOX 149
ST. LOUIS, MO. 63166

Mr. Frank L. Pelligrini
Attorney at Law
Suite 1025
706 Chestnut Street
St. Louis, Missouri 63101

Dear Mr. Pelligrini:

This letter will supplement information furnished to you, Mr. Fred H. Leyhe, and Mr. Richard Burke by myself and Mr. Paul Abendschein at the recent meeting in Mr. Leyhe's office regarding wastes to be deposited in the ash pond on property now owned by Mr. Leyhe south of our Cahokia Power Plant when this plant is converted from coal firing to oil firing.

After this plant is converted to oil firing, the existing ash pond will be used to precipitate solid materials from a variety of plant discharges such as treated sanitary wastes, boiler blowdown, evaporation blowdown, water treatment wastes, and floor drain wastes. There will be no waste oil, tar residue or combustible material deposited in the pond as a result of the oil firing of this plant. The new deposits to be placed in the pond will be comparable in texture to fly ash insofar as foundation stability is concerned. All of our proposed deposits will meet EPA standards.

Under the terms of the original Ash Disposal Agreement dated December 3, 1952 between the Pitzman Trustees and Union Electric Company, there is no monetary consideration involved because at the time the agreement was executed it was agreed that our disposal of fly ash in the pond was mutually beneficial to both parties. We believe it would still be beneficial to your client and to us to continue the filling of the pond with these new discharges.

State of Illinois Permit No. 8002 authorizes us to fill an area of approximately 150 acres with fly ash and pit ash from our Cahokia Plant. This acreage is now owned by your client. This permit expired on December 31, 1973; however, we have requested an extension of the permit and we have also requested the State of Illinois to amend the permit to include the discharges listed above. We will keep this permit and any other permits required by governmental agencies in force continuously while we are discharging materials in the ash pond.

J020578



Mr. Frank L. Pelligrini

Page Two

January 8, 1974

Union Electric Company will be agreeable to indemnification of your client as a result of our use of the ash pond.

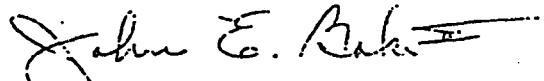
We would like to discharge these materials in the pond for a period of ten years and on a year-to-year basis thereafter until terminated by either party giving the other six months' prior notice of its intent to terminate.

We have been advised by our Operating Department that we have no river frontage available for use by your client.

We propose to enter into a new agreement with your client to cover the discharges listed above. Please review this information and furnish us any comments you may have regarding these matters.

Thank you for your cooperation.

Yours very truly,



John E. Baker, III
Real Estate Agent

PA/db

J020579

Illinois Department of Transportation

2300 South Dirksen Parkway Springfield Illinois 62764 217/526-5587

November 26, 1974

Office of the Secretary

Union Electric Company
P.O. Box 149
St. Louis, Missouri 63166

Gentlemen:

In accordance with your letter of September 23, 1974 and revised plans as approved by the Corps of Engineers, Condition (e) of Permit No. 8002 issued under date of September 30, 1955, authorizing you to fill an area of approximately 150 acres with fly-ash and pit-ash from Cahokia Power Plant to a level grade of about 40 feet elevation on the left bank of the Mississippi River at Lots 302 and 304 of the Sixth Subdivision of Cahokia Commons, St. Clair County, is hereby revised to read as follows:

- (e) If the work herein authorized is not completed on or before December 31, 1977, this authorization shall cease and be null and void.

APPROVED:

Langhorne Bond, Secretary

RECOMMENDED:


Robert G. Clem, Chief
Bureau of R/W & Permits

APPROVAL RECOMMENDED:


Leo M. Eisel, Director
Division of Waterways

UE 001450

DISPOSAL AGREEMENT

THIS AGREEMENT made and entered into this 17TH day of JUNE, 1974 by and between FRED H. and LOUISE K. LEYHE, hereinafter called "Leyhe" party of the first part and UNION ELECTRIC COMPANY, a Missouri corporation, hereinafter called "Union Electric" as party of the second part.

WITNESSETH THAT:

WHEREAS, Union Electric has an electric power plant in the Village of Monsanto, Illinois known as the Cahokia Power Plant, hereinafter referred to as "Plant", which plant has for disposal during its operation waste, slag, cinders, ash and oil residues from its furnaces, and

WHEREAS, Leyhe is the owner of a tract of land adjacent to said plant as more particularly set out on Exhibit A and attached hereto and incorporated by reference herein, and

WHEREAS, Union Electric is desirous of leasing approximately twelve (12) acres of aforesaid tract of land, and

WHEREAS, Union Electric has already done some filling with waste, ash and cinders on certain portions of said tract and wishes to continue to do so, and

WHEREAS, Leyhe wishes to accommodate Union Electric as to its wishes to continue dumping its said waste, slag, cinders, ash, oil residue, etc.

NOW THEREFORE, for and in consideration of the mutual promises and undertakings it is agreed as follows:

1) Leyhe agrees to and does hereby grant to Union Electric all such easements and rights as are necessary for Union Electric to deposit said waste materials which are at least as suitable for building foundations as existing sandy alluvial soils on only that portion of said tract set out on Exhibit B and attached hereto and incorporated by reference herein.

2) In the case the fill made by Union Electric becomes so dusty as to become a nuisance during the period in which this agreement is in effect, then upon demand by Leyhe, Union Electric shall, as soon as possible, take such steps as are necessary to eliminate the dust nuisance and Union Electric agrees that it will indemnify Leyhe, or their successors or their assigns, for any liability or damage or expense resulting from or by reason of such nuisance.

3) It is understood and agreed that Union Electric shall use all practical precautions to prevent accidents from occurring and also that Union Electric assumes and agrees to pay for all damages to persons and/or property including property of Leyhe arising out of or pertaining in any way to any work and/or dumping herein contemplated, and furthermore Union Electric is to fully protect and indemnify Leyhe against any and all costs including attorneys fees, judgments and penalties which Leyhe may become liable for by reason of any such suits or administrative proceedings.

4) Union Electric agrees that it shall be its sole responsibility to secure the necessary permits for its said waste disposal from, including but not limited to, the Illinois Environmental Protection Agency, the Federal EPA Office, the Corp of Engineers, the Illinois Department of Transportation and any other such permit as may be required by any governmental authority whatsoever to proceed with the dumping of its waste materials on said property. Union Electric agrees that it shall be responsible for defending any such action and paying any assessments and/or penalties as a result of such action or actions by any governmental agency which arise because of said waste disposal by Union Electric.

5) This agreement and all of its provisions shall terminate two (2) years from the date hereof.

6) Union Electric shall pay to Leyhe the sum of Twenty One Thousand Six Hundred Dollars (\$21,600.00) over a two (2) year period, said sum being due and payable in advance on the first month of each quarter as follows:

April 1, 1974 Two Thousand Seven Hundred Dollars (\$2,700.00).
July 1, 1974 Two Thousand Seven Hundred Dollars (\$2,700.00).
October 1, 1974 Two Thousand Seven Hundred Dollars (\$2,700.00).
January 1, 1975 Two Thousand Seven Hundred Dollars (\$2,700.00).
April 1, 1975 Two Thousand Seven Hundred Dollars (\$2,700.00).
July 1, 1975 Two Thousand Seven Hundred Dollars (\$2,700.00).
October 1, 1975 Two Thousand Seven Hundred Dollars (\$2,700.00).
January 1, 1976 Two Thousand Seven Hundred Dollars (\$2,700.00).

It is agreed that in the foregoing instrument all obligations and rights of Union Electric set forth in the foregoing shall apply with equal force and effect to successors or assigns of said Union Electric and furthermore that all obligations and rights of Leyhe set forth in the foregoing shall apply with equal force and effect to successors and assigns.

7) Union Electric agrees to use said property solely for the disposal of its waste at the Cahokia Plant. It further agrees to maintain its pipes, etc. placed on said property at its own expense. Further, Union Electric agrees not to make alterations or perform any permanent construction upon said property without Leyhe's prior written consent.

8) Union Electric agrees not to assign this agreement in whole or in part without the prior written consent of Leyhe. Leyhe hereby consents to the assignment of the lease to a corporation wholly owned by Union Electric provided that the corporation assumes all of the obligations of Union Electric under the lease. In no event shall Union Electric be relieved of its obligation under this lease.

9) In the event that Union Electric shall default in payment of rent or fail in the performance of its other obligations under this lease, Leyhe may in addition to other remedies provided by law, terminate this lease and re-enter upon the premises. Upon re-entry, whether it be actual or constructive, Leyhe may re-let the premises for Union Electric's account. Union Electric remaining liable for the unpaid balance of the rent to the extent of any deficiency from the re-letting as well as all reasonable costs incurred as a result of the re-letting including attorneys fees. Leyhe shall not be obligated to re-let the premises.

10) Union Electric agrees that if during the term of this agreement and prior to its normal termination Leyhe receives a bonafide offer to sell all of the tract as described in Exhibit A, or a portion of the tract as described in Exhibit A, but including all or a portion of the tract described in Exhibit B; or if Leyhe receives an offer for the lease of all of the tract as described in Exhibit A, or a portion of the tract described in Exhibit A but including all or a portion of the tract as described in Exhibit B, then in either of such events, Leyhe may terminate this agreement upon thirty (30) days written notice to Union Electric.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year set forth above.

UNION ELECTRIC COMPANY

By


Vice President

ATTEST:


Secretary


Fred H. Leyhe

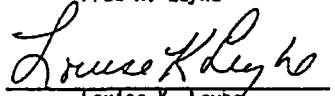

Louise K. Leyhe

EXHIBIT A

ALL those certain lots, pieces and parcels of land with the buildings and improvements thereon, situate, lying and being in the County of St. Clair, and State of Illinois, bounded and described as follows:

Part of Lot No. 302 of the "FOURTH SUBDIVISION CAHOKIA VILLAGE COMMON"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of PLATS B on Page 10, and parts of Lot No. 304 of the "SIXTH SUBDIVISION CAHOKIA VILLAGE COMMON"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats B on page 25, described as follows:

Beginning at a point in the South line of Riverview Avenue, 70 feet wide, said point being the Northeast corner of a tract of land conveyed to Monsanto Chemical Company by deed recorded in Book 1299 on Page 310 of the St. Clair County Records; thence along the South line of Riverview Avenue, South 68 degrees 20 minutes 30 seconds East 599.36 feet to a point on the West right-of-way line of the Gulf-Mobile and Ohio Railroad, 100 feet wide; thence along the West right-of-way line of said railroad, South 32 degrees 02 minutes 32 seconds West 238.21 feet to a point of curve; thence continuing along the West Right of Way line of said railroad along a curve to the left having a radius of 2914.93 feet an arc distance of 503.27 feet to the point of tangent; thence still continuing along the West right-of-way line of said railroad, South 22 degrees 09 minutes 00 seconds West 4189.77 feet to a point, said point being on the North line of a 56.7 foot wide strip of land conveyed to Monsanto Chemical Company by deed recorded in Book 995 on page 32 of the St. Clair County Records; thence leaving the West Right-of-Way line of said Gulf-Mobile and Ohio Railroad and along the North line of said Monsanto Chemical Company tract South 68 degrees 21 minutes 41 seconds West 993.81 feet to a point on the North line of a tract of land established in survey by Robert P. Weinel during April 1968; thence

in a Northweste. ly direction along last mentioned line North. 33 degrees 32 minutes 09 seconds West 1233.98 feet to a point on the Eastern Inner Harbor Line of the Mississippi River; thence Northwestwardly North 49 degrees 32 minutes 09 seconds West 250.43 feet to a point in the Eastern Outer Harbor Line of the Mississippi River; thence along the Eastern Outer Harbor Line of the Mississippi River the following courses and distances: North 36 degrees 31 minutes 47 seconds East 24.23 feet, North 33 degrees 10 minutes 43 seconds East 472.19 feet, North 31 degrees 48 minutes 54 seconds East 472.19 feet, North 29 degrees 46 minutes 17 seconds East 470.03 feet, North 28 degrees 34 minutes 43 seconds East 375.63 feet, North 26 degrees 50 minutes 51 seconds East 371.40 feet, North 25 degrees 55 minutes East 533.00 feet, and North 24 degrees 47 minutes 21 seconds East 437.16 feet to a point, said point being the Southwest corner of a tract of land conveyed to Monsanto Chemical Company by deed recorded in Book 1537 on Page 601 of the St. Clair County Records; thence leaving the Eastern Outer Harbor line of the Mississippi River and along the South line of said Monsanto Chemical Company tract, South 68 degrees 20 minutes 30 seconds East 250.37 feet to a point on the Eastern Inner Harbor Line of the Mississippi River; thence leaving the Eastern Inner Harbor line of the Mississippi River; and along the South line of said Monsanto Chemical Company tract, South 68 degrees 20 minutes 30 seconds East 1138.50 feet to the Southeast corner of said Monsanto Chemical Company tract; thence along the East line of said Monsanto Chemical Company tract, North 22 degrees 09 minutes 00 seconds East 1169.42 feet to a point; thence continuing along said East line and also the East line of a tract of land conveyed to Monsanto Chemical Company by deed recorded in Book 1299 on page 310 of the St. Clair County Records, North 12 degrees 22 minutes 24 seconds East 841.96 feet to the point of beginning.

Excepting however, that part conveyed in Deed from Charles E. Richardson and Donald C. Elsaesser, as trustees, to The East Side Levee and Sanitary District, dated July 20, 1965 and recorded on August 4, 1965 as Document No. A213330, more particularly described as follows:

Beginning at the intersection of the Westerly right-of-way line of the Gulf, Mobile and Ohio Railroad and the centerline of Riverview Avenue (70 feet wide) thence Southwardly 370 feet along the above mentioned right-of-way line; thence Westwardly and perpendicular to the Westerly right-of-way line of the Gulf, Mobile and Ohio Railroad, to a point which is 10 feet landward of the centerline of the spur track of the Alton and Southern Railroad to the Union Electric Tract; thence along a curve to the left, being 10 feet from and parallel with the centerline of the above mentioned spur tract to the centerline of Riverview Avenue (70 feet wide); thence Eastwardly to the point of beginning.

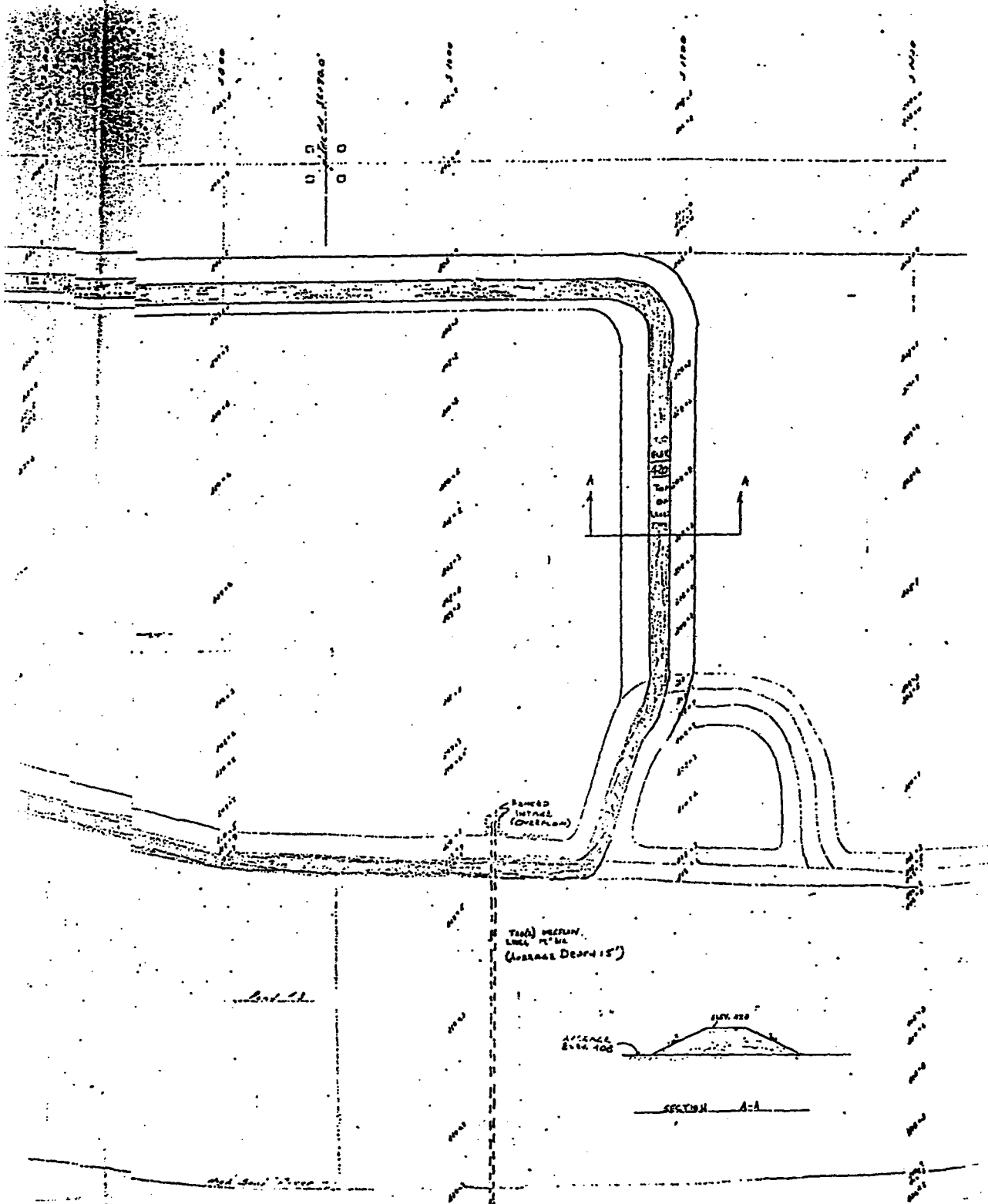


EXHIBIT "B"

PROPERTY PLAN
ASH DISPOSAL AREA
SHEET 3

UNION ELECTRIC SYSTEMS, ST. LOUIS, MO.
CANORIA PLANT

7510-X-47187

1020

FILE 1111
FORM 1847.35
DATE 10/24